



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

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CM/ACM	<u>JS</u>
Finance	<u>LC</u>
DA	<u>KM</u>
Risk Mgmt	<u>DE</u>
HR	<u>NA</u>
Purchasing	<u>NA</u>

STAFF REPORT

BOARD MEETING DATE: July 14, 2015

DATE: June 16, 2015

TO: Board of County Commissioners

FROM: Pete Petzing, Lieutenant, WCSO
(775) 789-5415, ppetzing@washoecounty.us

THROUGH Sheriff Chuck Allen *397 JOHN SPENCER UNDERSHERIFF*

SUBJECT: Approve the Interlocal Agreement between Washoe County on behalf of the Washoe County Sheriff's Office and the North Lake Tahoe Fire Protection District for dispatch and communication services in the amount of [\$300,000.00] for the retroactive period of June 30, 2015 to June 30, 2016 with an automatic one (1) year extension. (All Commission Districts.)

SUMMARY

North Lake Tahoe Fire Protection District requires dispatch and communication services to perform its public safety duties and wants to contract with Washoe County Sheriff's Office to provide these services. Item was submitted to the first available BCC meeting once received.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities

PREVIOUS ACTION

On May 14, 2013, the Board approved a similar agreement entered into between Washoe County Sheriff's Office and North Lake Tahoe Fire Protection District.

BACKGROUND

Washoe County Sheriff's Office has provided dispatch services for the North Lake Tahoe Fire Protection District. After co-location of the WCSO Communications Center from Incline Village to the EComm center in Reno in 2012, the existing Interlocal agreement with North Lake Tahoe Fire Protection District was renegotiated. The negotiated Interlocal Agreement stipulated that each participating agency shall make contributions for the support of the total annual operating and capital cost of dispatch services provided on behalf of each party. North Lake Tahoe Fire Protection District's contribution was agreed to be \$300,000 per fiscal year paid in quarterly installments.

FISCAL IMPACT

AGENDA ITEM # 15

Should the Board approve this Interlocal Agreement, the proposed annual cost of \$300,000.00 will be billed quarterly and applied to 150820-460162 (Services to other agencies).

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the Interlocal Agreement between Washoe County on behalf of the Washoe County Sheriff's Office and the North Lake Tahoe Fire Protection District for dispatch and communication services in the amount of [\$300,000.00] for the retroactive period of June 30, 2015 to June 30, 2016 with an automatic one (1) year extension.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, a possible motion could be: Move to approve the Interlocal Agreement between Washoe County on behalf of the Washoe County Sheriff's Office and the North Lake Tahoe Fire Protection District for dispatch and communication services in the amount of [\$300,000.00] for the retroactive period of June 30, 2015 to June 30, 2016 with an automatic one (1) year extension.

**INTERLOCAL AGREEMENT BETWEEN
WASHOE COUNTY ON BEHALF OF
THE WASHOE COUNTY SHERIFF'S OFFICE
AND
THE NORTH LAKE TAHOE FIRE PROTECTION DISTRICT**

This Agreement is executed and entered into this ___ day of _____, 2015, by and between the North Lake Tahoe Fire Protection District (hereafter referred to as "NLTFPD"), and Washoe County, for and on behalf of the Washoe County Sheriff's Office (hereafter referred to as "WCSO").

RECITALS

WHEREAS, WCSO, and NLTFPD are authorized under NRS 277.180 to contract with any one or more public agencies to perform any government service, activity or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform;

WHEREAS, NLTFPD requires dispatch and communications services to perform its public safety duties;

WHEREAS, WCSO possesses extensive resources in the field of dispatch and communications and has agreed to make such services available to the NLTFPD;

WHEREAS, it is deemed that the services of WCSO hereinafter set forth are both necessary to NLTFPD and in the best interests of both parties and the public.

NOW, THEREFORE, based upon the foregoing recitals which are incorporated by reference, the parties mutually agree as follows:

1. **EFFECTIVE DATE.** This Agreement shall be effective June 30, 2015.
2. **TERM OF AGREEMENT.** This Agreement shall continue from the effective date of this Agreement until June 30, 2016, and shall automatically extend for one (1) additional year term on the same terms and conditions contained in this Agreement, provided neither party is in default at the time of renewal, or the Agreement is not otherwise terminated pursuant to Section 3.
3. **TERMINATION.** This Agreement may be terminated by either party with 120 (120) days written notice to the other party delivered to the address set forth in the Notice Section set forth below.
4. **MODIFICATION OF AGREEMENT.** The parties may mutually agree to modify the terms of this Agreement. Such modification must be in writing and signed by all parties with the proper authorization and authority.

- a. If either party determines that a revision to the Agreement is required, the other party will be notified in writing of the requested change/revision.
 - b. Both parties will be responsible for contacting its respective legal departments for review and revisions and to prepare the appropriate document to make the requested changes to the Agreement.
 - d. Both parties will be responsible for providing the proposed revisions in the Agreement to their legal counsel.
 - e. When both parties and their counsel have agreed to the recommended changes, then each party will obtain the necessary approvals and signatures from their board and provide the finalized document to the other party for appropriate approval and signature.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile, electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth herein as:

North Lake Tahoe Fire Protection District
Attn: Fire Chief
866 Oriole Way
Incline Village, Nevada 89451

Washoe County Sheriff's Office
Attn: Sheriff
911 Parr Blvd
Reno, Nevada 89512

6. **DISPATCH USERS GROUP.** The parties agree to establish a Dispatch Users Group, which must meet on a regular basis. The membership shall include the Fire Chief and Chief Operations Officer of the NLTFPD and the Sheriff's Captain and the Sheriff's Communications Supervisor, or their designees. The functions of the committee are as follows:
- a. To advise on the annual operating and capital budget for the provision of dispatch services; and
 - b. To assist in the development and monitoring of policies, procedures, and operational priorities for the provision of dispatch services for each party; and
 - c. To evaluate the performance of dispatch services to include level of staffing, timeliness, and quality of services provided to the parties.

7. **EMPLOYEES.** All employees assigned to the communications center shall be employees of the County. These employees shall be subject to all County personnel rules and regulations including, but not limited to, hiring, employee status, performance evaluations, disciplinary actions, and employee rights, including rights to representation, and methods of establishing and modifying salary and benefit practices. NLTFPD may utilize employees on light duty and assign them to assist with dispatch functions for augmentation of services as needed.

8. **DUTIES AND RESPONSIBILITIES OF WCSO.** The following is a description of the duties of WCSO in accordance with the terms of this Agreement. WCSO agrees to the following duties and responsibilities in addition to any additional requirements set forth in this Agreement.
 - a. Receive, process and dispatch "9-1-1 emergency" calls for service to NLTFPD Jurisdiction.
 - b. Receive, process and dispatch non-emergency calls for and to the NLTFPD Jurisdiction.
 - c. Dispatch operations will be conducted with the use of a Computer Aided Dispatching system (CAD), which will maintain daily activity logs and Maintenance/Up-dates of Maverick Mapping Software.
 - d. Maintain and record unit status and availability in a format required by WCSO and NLTFPD policy and procedure committee
 - e. Receive, process, relay and/or respond to radio transmissions from and to all NLTFPD personnel on the 800 MHz and or VHF shared radio network or other means when necessary
 - f. With information provided by NLTFPD, maintain an equipment resource file, responsible person's file, personnel call-up list, programming for the CAD files, interface with Fire Records Management System (RMS) and agency personnel work schedule.
 - g. When requested by NLTFPD, notify the appropriate law enforcement agency, fire department, Federal Agency or emergency medical services, to provide assistance, if available. All notifications will be made in accordance with WCSO and NLTFPD policies.
 - h. WCSO will provide information and services related to NCIC/NCJIS inquiries when requested by NLTFPD personnel in accordance with and to the extent allowed by NCIC/NCJIS policies.
 - i. Maintain recordings of all telephone and radio communications; provide retrieval at the recipient's request in accordance with Nevada Public Records laws.
 - j. Retain dispatch tapes and related evidentiary material in accordance of public retention policy per Chapter 239 of the Nevada Revised Statutes.
 - k. Provide routine "testing" of communications equipment to include volunteer notification systems in accordance with WCSO Policies and Procedures.

- l. Maintain all communication equipment located within the Communications Center to permit transmission of fire related complaints, emergency or nonemergency communications to and from NLTFPD in compliance with applicable FCC, federal, state and local laws.
- m. WCSO shall use its best efforts to dispatch all NLTFPD calls for service in accordance with NFPA¹, NAEMDMED² and Emergency Fire Dispatch (EFD) standards of dispatch.
- n. WCSO shall provide a monthly report of compliancy to NFPA standards as identified in (m) above and provide current proof of EMD/EFD certifications for dispatchers providing dispatch services to NLTFPD.
- o. WCSO subscribes to the National Emergency Number Association (NENA) call taking operational standard: Ninety percent (90%) of all 9-1-1 calls arriving at the PSAP shall be answered within ten (10) seconds. The remaining ten percent (10%) of calls should be answered within twenty (20) seconds.
- p. WCSO shall provide a monthly NENA compliance report as identified in (o) above.

9. **DUTIES AND RESPONSIBILITIES OF NLTFPD.** The following is a description of the duties of NLTFPD in accordance with the terms of this Agreement. NLTFPD agrees to the following duties and responsibilities in addition to other requirements as set forth in this Agreement.

- a. At its own expense, install and maintain all “exterior” communications equipment, including but not limited to vehicle and portable radio equipment necessary to communicate with WCSO through acceptable frequencies and repeater sites and ensure compliance with applicable FCC, federal, state and local laws
- b. Maintain any and all existing radio equipment outside of the above mentioned equipment, scanners and repeater sites that NLTFPD determines is essential to their operation.
- c. Notify WCSO of the geographic boundaries of NLTFPD’s jurisdiction, and advise immediately, in writing, of any changes thereto.
- d. Ensure that all users of NLTFPD services are notified of the proper procedure for making emergency and non-emergency requests for services through WCSO for proper and prompt handling.

10. **COST OF SERVICES.** Each Participating Agency shall make contributions for the support of the total annual operating and capital costs of dispatch services provided on behalf of each party.

¹ NFPA 1221 2010 Edition, Chapter 7 Operations, Section 7.4 Operating Procedures, 7.4.2. NFPA Standards reflect that 95 percent of fire emergency call taking and dispatching (combined) are completed within 60 seconds and 99 percent are completed within 90 seconds.

² Clawson and Democoeur, National Academy Emergency Dispatch NAED MPDS, v.11.1 Liberty Press, 2002, ISBN:0-9658890-2-5, Print. (Medical) Call Processing and dispatch of EMS Priority Echo (E) EMS Incidents within 60 seconds, 95 percent of the time (Incoming time to dispatch time.)

- a. NLTFPD agrees to pay WCSO a flat fee of \$300,000.00 annually to provide the services set forth herein.
- b. NLTFPD shall tender payment to WCSO within 30 days of receipt of quarterly invoices.

11. **RECORD MAINTENANCE.** WCSO agrees to keep and maintain full, true and complete records, contracts, books and documents as are necessary to fully disclose to the NLTFPD, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all NLTFPD, state and federal regulations and statutes. The period of retention shall be set forth by both parties, dictated by policies and procedures. These records will also include, but are not limited to, call histories, unit statuses, dispatch and related response times, and various statistical data relative to the user agency's daily and annual operations.

12. **LIMITED LIABILITY.** Without waiving any defenses or limitations set forth in NRS Chapter 41, the parties agree that each will be responsible for any liability, damages or loss that may be incurred as a result of any claim, demand, cost or judgment made against that party arising from an intentional, reckless, negligent act or negligent failure to act by any of that party's employees, agents, servants in connection with work or responsibility performed pursuant to this Agreement.

The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable actual Agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

13. **INDEMNIFICATION.** Pursuant to Nevada Revised Statutes, Chapter 41, and without waiving any provisions thereof, the parties hereto agree to hold harmless, indemnify and defend each other from and against any and all losses, liabilities or expenses of any nature resulting from any claim for injury to the person or property of another as a result of any negligent, reckless or intentional act on the part of their respective employees, agents or servants. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. **INSURANCE.** The parties to this Agreement shall procure and maintain, during the term of this Agreement, General Liability Insurance or provide for their respective financial obligations through a program of self-insurance in compliance with the Nevada Revised Statutes Chapter 41

15. **INDEPENDENT PUBLIC AGENCIES.** The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. With respect to the performance of services pursuant to this Agreement, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Agreement. WCSO shall have the sole right to

supervise, manage, operate, control and direct performance of the details incident to its duties and personnel herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of any employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities and obligations of the other agency or any other parties.

16. **USE OF EQUIPMENT**. All equipment and maintenance of equipment located within the facility, either radio or telephonic, shall remain the property of the appropriate agency
17. **INSPECTION AND AUDIT**. Either Participating Agency shall have the right to conduct a performance audit of the consolidated dispatch center at its expense. The other participating Agency shall cooperate in the conduct of such a performance audit.
18. **BREACH; REMEDIES**. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.
19. **WAIVER OF BREACH**. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
20. **FORCE MAJEURE**. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
21. **SEVERABILITY**. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
22. **ASSIGNMENT**. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

23. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
24. **CONFIDENTIALITY.** Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
25. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth in this Agreement.
26. **GOVERNING LAW; JURISDICTION.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts in the Second Judicial District for enforcement and construction of this Agreement.
27. **PRIOR AGREEMENTS.** This Agreement supersedes any prior agreement for such services and the prior agreement is thereby terminated as of the date this Agreement becomes effective.
28. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
29. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
30. **THIRD PARTY BENEFICIARY RIGHTS.** This Agreement is not intended to and does not create any third party beneficiary rights in any person not a party to this Agreement.

The parties have caused this Agreement to be duly executed this _____ day of _____, 2015.

**WASHOE COUNTY
BOARD OF COUNTY COMMISSIONERS**

**NORTH LAKE TAHOE FIRE
PROTECTION DISTRICT**

BY: _____
Marsha Berkgigler, Chairperson

BY: _____
Paul Zahler, Chairman

DATE: _____

DATE: _____

ATTEST:

BY: _____

DATE: _____